

Great River(AEA #11) SE IA Special Educ. Empl. Assn. 7/1/2006 6/30/2007



**2006-2007
MASTER CONTRACT
AGREEMENT**

between

**Great River
Area Education Agency 16
Board of Directors**

and the

**Southeast Iowa
Special Education Employees Association**



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MASTER CONTRACT

ARTICLE I

PREAMBLE

1 The board of directors of the Great River Area Education Agency 16 of Henry, Louisa, Des
2 Moines, Lee, and Washington counties, state of Iowa, hereinafter referred to as the "employer,"
3 and the Southeast Iowa Special Education Employees Association, hereinafter referred to as the
4 "association," desiring to confirm by this master agreement certain mutual agreements with
5 respect to various subject of negotiation, agree as follows:

ARTICLE II

RECOGNITION

A. Unit.

The board hereby recognizes the Southeast Iowa Special Education Employees Association (hereafter referred to as SISEEA), an affiliate of the Iowa State Education Association, the National Education Association, and Geode Education Association, as the certified exclusive and sole bargaining representative for all personnel, as set forth in PERB certification instrument Case 2228 issued by PERB on July 20, 1982, under written contract (paid hourly or per diem) or on leave, employed within the bargaining unit by the board of directors of the Great River Area Education Agency 16.

The unit described in the above certification is as follows:

INCLUDED: teachers, speech pathologists, psychologists, audiologists, consultants, school social workers, occupational therapists, work experience coordinators, secretaries, curriculum lab aide, communication aides, educational aides, receptionists/secretaries, maintenance technician/substitute van driver, production aides, media aides, audiometrists, custodians, autistic aides, psychological aides, media van drivers, pressroom operator, parent coordinator, computer technical support person, data processing aide, transition coordinator.

EXCLUDED: administrator, director of special education, supervisor of speech services, supervisor of hearing services, supervisor of school social work, supervisor of psychologists, supervisor of library services, supervisor of production media center, executive secretary, communications specialist, supervisor of data processing, media specialist, director of educational services/media, administrative secretary, administrative secretary/receptionist, supervisor of consultants and instructional programs, business manager, bookkeeper, assistant director of educational/media services.

B. Substitutes.

It is recognized by the employer and the association that the bargaining unit does not include persons who are employed from time to time on an "as needed" or "casual" basis without any written contract or regular work schedule or persons defined in Sections 9 and 10 of Article III.

ARTICLE III

DEFINITIONS

1 The following shall apply in the interpretation of this agreement:

2 1. The term "employer" as used in this agreement shall mean the board of directors of Great
3 River Area Education Agency 16 or its duly authorized representatives.

4 2. The term "association" as used in this agreement shall mean the Southeast Iowa Special
5 Education Employees Association or its duly authorized representatives.

6 3. The term "agreement" as used herein shall mean "master agreement."

7 4. The term "employee" as used in this agreement shall mean all employees under written
8 contract (paid hourly or per diem) or on leave and forming a part of the bargaining unit as defined
9 and certified by the Public Employment Relations Board in Case No. 2228 and as shown in order
10 of certification in said case and represented by Southeast Iowa Special Education Employees
11 Association.

12 5. The term "certified employee" as used in this agreement shall mean all full-time or part-
13 time staff included in the bargaining unit as defined and certified by the Public Employment
14 Relations Board in Case No. 2228 holding Iowa Department of Education certification for the
15 position in which they are employed by the agency.

16 6. The term "classified employee" as used in this agreement shall mean all full-time or part-
17 time staff included in the bargaining unit as defined and certified by the Public Employment
18 Relations Board in Case No. 2228 employed in positions which do not require Iowa Department
19 of Education certification for employment in such position.

20 7. The term "probationary employee" as used in this agreement shall mean with respect to a
21 "classified employee" one who is newly hired by the employer, not under an individual contract
22 with the employer, and who has not completed thirty (30) working days, and with respect to a
23 "certified employee" one who is within the first two (2) consecutive years of employment with
24 the agency.

25 8. The term "part-time employee" as used in this agreement shall mean a person employed
26 by written contract who works 29 hours a week or less, but shall not mean a person who is
27 employed from time to time on an "as needed" or "casual" basis without any written contract or
28 regular work schedule.

29 9. The term "temporary employee" as used in this agreement shall mean a person who is

1 employed for a period of four (4) consecutive months (121 consecutive calendar days) or less.

2 10. The term "substitute" as used in this agreement shall mean an employee who is employed
3 to fill a full-time or part-time position on a per diem or hourly basis while the regular employee is
4 absent or on approved leave. Anyone employed for more than four (4) consecutive months (121
5 consecutive calendar days) in a work year shall not be considered a substitute.

6 11. The term "day" or "days" as used in this agreement shall mean workdays.

ARTICLE IV

COMPLIANCE AND APPLICABILITY TO SEPARATE GROUPS

1 Section A. Any article, section, provision, or part of this agreement which is designated as
2 "certified" shall only apply to those persons in the category of certified employee and shall be
3 exclusively and solely limited to that class of personnel.

4 Section B. Any article, section, provision, or part of this agreement which is designated as
5 "classified" shall apply only to those persons in the category of classified employee and shall be
6 exclusively and solely limited to that class of personnel.

7 Section C. Any article, section, provision, or part of this agreement which is not separately
8 designated with respect to either "certified" or "classified" personnel shall be automatically
9 deemed equally applicable to both classes of personnel.

10 Section D. Iowa Code Section 279.13 (3) provides that if the provisions of an individual
11 teaching contract conflict with a collective bargaining agreement negotiated under Chapter 20
12 and effective when such contract is executed or renewed, the provisions of the collective
13 bargaining agreement shall prevail. Accordingly, this section shall not be grieved as a separate
14 violation of this agreement, as this agreement shall automatically control where an individual
15 contract is inconsistent with the terms and conditions of this agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section A. Definitions.

1. Grievance. A “grievance” shall mean a claim that alleges a violation of any of the provisions of this agreement.

2. Grievant. A “grievant” shall mean an employee or a group of employees or the association filing a grievance.

3. Day. The term “day” or “days” shall mean employee workdays.

Section B. Grievance Filing. Every grievant shall have the right to present and process grievances in accordance with the procedures established herein, except no grievance shall be presented nor processed with respect to the termination of any employee who is reduced in force pursuant to Sections 279.13 through 279.19 of the code of Iowa. (Provided, however, this grievance limitation shall not apply to a discharge for just cause under Section 279.27 of the code of Iowa.)

Section C. Representation. A grievant may represent himself/herself or be represented at all stages of the grievance procedure by an association representative or any other representative of the grievant's own choice.

Section D. Investigation-Processing. Any investigation or other processing of any grievance shall be conducted as to result in no interference with or no interruption of the instructional program and related work activities of the grievant.

Section E. Procedure. A grievance shall be processed in the following manner:

Step 1. An attempt shall be made to resolve any grievance by a meeting and verbal discussion between the grievant and the grievant's immediate supervisor, which shall be initiated by the grievant within twelve (12) days after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. The grievant shall indicate the section(s) of the master agreement involved in the grievance, if known. If the matter cannot be resolved at this step, the grievant may pursue the grievance to Step 2. Any meeting where a grievance is not identified shall not constitute Step 1 of the grievance procedure.

Step 2. The grievant shall, within seven (7) additional days (which shall be no more than nineteen (19) days after the grievant knew or should have known of the occurrence of the event giving rise to the grievance), present the grievance in writing to the grievant's division director or

1 the division director's designated representative on the form which is Appendix C. The
2 grievance shall designate the specific section or sections of this agreement alleged as violated and
3 shall contain a statement from the grievant specifying what relief or remedy is desired. The
4 division director or his or her designated representative shall investigate the grievance and meet
5 with the grievant and/or any representative within five (5) days of the receipt of the grievance to
6 attempt a resolution. If no resolution is obtained, the division director or his or her designated
7 representative shall then issue a written decision thereon within a period of five (5) additional
8 days following the date of the meeting at this step.

9 Step 3. A grievance not settled by Step 2 may be appealed. The grievant shall, within ten
10 (10) days after the written decision in Step 2 is due, present the grievance in writing to the
11 administrator or his or her designated representative in his or her absence, who shall issue a
12 decision thereon within a period of five (5) days thereafter.

13 Step 4. Arbitration. If the grievance is not settled in Step 3, it may be appealed to
14 arbitration by the grievant by written notice of request for arbitration, submitted to the
15 administrator within seven (7) days after the written decision in Step 3 is due. Said written
16 notice shall be signed by the grievant and shall again reference the specific section(s) of the
17 agreement which is to be considered by an arbitrator and the specific relief requested. When a
18 timely request has been made for arbitration, the Federal Mediation Conciliation Service shall be
19 requested by either or both parties to submit a list of five (5) arbitrators. Upon receipt of the list,
20 the parties or their representative shall determine by lot the order of elimination and thereafter
21 each shall, in that order, alternately strike a name from the list and the fifth and remaining person
22 shall act as the arbitrator. An arbitrator selected pursuant to the above provisions shall schedule
23 a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall
24 render a written opinion and award.

25 Section F. Alternative Procedure. A grievance may be initiated at Step 2 or Step 3
26 provided all of the following conditions exist:

27 (1) The grievant is the association and not an individual; (2) The grievance affects the entire
28 bargaining unit and not a separate individual or group of individuals; (3) The subject matter of
29 the grievance is clearly beyond the scope of authority of the immediate supervisor and/or
30 director; (4) The grievance is presented in writing on a grievance form (Appendix C). A director
31 and/or the administrator reserves the right to return the grievance to a lower step if any of the
32 above conditions are not met.

1 Section G. Arbitrator Authority. The arbitrator shall have no authority to add to, subtract
2 from, change, modify, or amend any of the terms or any part of this agreement. The arbitrator
3 shall have no authority to substitute his or her discretion for that of the employer in any matter
4 reserved to the employer by law or the terms of this agreement. Past practices shall not constitute
5 a part of this agreement, unless expressly stated to the contrary herein, and the arbitrator shall
6 have no authority to determine a grievance, either in whole or in part, based upon any past
7 practice unless such practice concerns a mandatory subject of bargaining listed in Section 20.9 of
8 the code of Iowa, which is not covered by this master agreement, and such practice has been both
9 known to and accepted by the grievant and the employer. The decision of the arbitrator, within
10 the scope of this authority, shall be final and binding upon the employer and the grievant.
11 Awards will not be retroactively applied beyond the date of the occurrence giving rise to the
12 grievance. Within the scope of the arbitrator's authority, the arbitrator shall be empowered to
13 include in any award such remedies as the arbitrator deems proper.

14 Section H. Arbitration Expenses. The grievant and the employer will share equally in
15 costs of the arbitration, consisting of the fees and expenses of the arbitrator. Any other expenses
16 shall be paid by the party incurring them.

17 Section I. Documents, communications, and records dealing with the processing of a
18 particular grievance shall be maintained in a file separate from the personnel files of the
19 participants in the grievance.

ARTICLE VI

HOURS - WORKWEEK

1 Section 1. Hours - Applicable to Certified Only - Certified employees are contracted for
2 professional services which do not always lend themselves to a specifically defined workday.
3 Therefore, it may at times be necessary for professional staff members to accommodate the needs
4 of students, parents, or local school districts outside normal work hours when such needs cannot
5 logically or conveniently be met. Certified employees shall accept the responsibility for the
6 completion of their day's workload as demanded by their professional assignment. Offices will
7 be available to employees from 8:00 a.m. to 4:30 p.m. This provision is not intended and shall
8 not be interpreted to justify or require arbitrary work assignments beyond working hours. When
9 an employee's professional responsibilities exceed an 8-hour day, he/she may make a comparable
10 adjustment to a subsequent workday.

11 Section 2. Hours - Applicable to Classified Only - The workday for classified employees is
12 eight (8) hours and the workweek is forty (40) hours. Specific starting and ending times for each
13 employee will be established by the employer. Adjustments to individual employee's work
14 schedules may be made with supervisor/director approval. Some individual workdays may be
15 established at less than eight (8) hours depending on available work. Offices will be available to
16 employees from 8:00 a.m. to 4:30 p.m.

17 Section 3. Friday Hours.

18 A. Applicable to Certified Only - On Fridays the employee's workday may end at 3:30 p.m.,
19 and employees may leave at that time, except when employees are required to stay to meet
20 professional responsibilities (needs of students or local school districts or scheduled meetings
21 which require the employee's attendance). On those Fridays when professional responsibilities
22 require attendance after 3:30 p.m., employees may then leave when such responsibilities have
23 ended.

24 B. Applicable to Classified Only - On Fridays the employee's workday may end at 3:30 p.m.,
25 and employees may elect to leave at that time, except when required by the employer to stay for
26 assigned duties or scheduled meetings. In the absence of the employer requiring attendance after
27 3:30 p.m. on Fridays, employees may either complete their individual contracted workday or
28 leave at 3:30 p.m. Employees who leave at 3:30 p.m. will not be compensated for any Friday's
29 hours after that time.

Section 4. Holiday Hours - On the days prior to Christmas, Easter, and Thanksgiving holiday periods, the employee's workday may end at 3:30 p.m., and employees may leave at that time. Instructional aides may leave their respective assignment upon the closing of the district.

Section 5. Lunch Period - Each employee will receive an unpaid thirty (30) consecutive minute lunch period at a time which does not interfere with work duties. Employees working in a closed lunch situation shall, with the agreement of their immediate supervisor, receive an unpaid duty-free lunch period of thirty (30) consecutive minutes at a time mutually agreed upon with a supervisor. A closed lunch period is defined as a lunch period not devoid of student supervisory or instructional duties.

Section 6. Breaks - Employees will be provided two (2) fifteen (15) minute breaks during the workday at times which do not interfere with work duties.

Section 7. Overtime - Applicable to Classified Only - Employees requested to work in excess of contracted hours will be paid the same hourly rate unless total hours worked exceed forty (40) hours per week, in which case, the employee will be paid time and one-half for hours worked over forty (40) hours in any one week period. Employees are not automatically entitled to work overtime hours without prior approval, and no overtime pay will be granted or allowed for overtime hours without prior approval of the employee's immediate supervisor or appropriate division director.

Section 8. Workweek - The workweek for employees includes the days of Monday through Friday, and normally will exclude the days of Saturday and Sunday. With respect to some employees, however, it is recognized that the contracted services do not always lend themselves to a specifically defined workweek. Therefore, employees will accept the responsibility for the completion of assignments beyond the normal week when necessitated by the services to be performed. Deviations from the workweek of a continual and repeated nature shall be approved by the employee's immediate supervisor.

Section 9. Local School Closings - When local school districts are closed to students, employees are not required to report to their job assignments at such schools. Employees shall then report to other job assignments for that day if the same exists. If a school is closed a sufficient number of days so as to require make-up day(s) in that school, employees shall report to that school on said make-up day(s) as a part of their regular contracted duties.

Section 10. Office Site Closing - Early closing of an office site by the employer due to inclement or hazardous weather conditions after 1:00 p.m. shall be considered a full workday for

1 all employees dismissed from such office site without loss of compensation.

2 Section 11. Emergency Call In - Applicable to Classified Only - Employees who are called in
3 to report to work outside normal working hours for emergency situations will be paid a minimum
4 call in time of two (2) hours regardless of the fact that the employee may work less than the two
5 (2) hour minimum.

ARTICLE VII

WAGES AND SALARIES

APPLICABLE TO CERTIFIED ONLY

1 Section A. Salary Schedule. The basic daily salary of certified employees is attached hereto
2 as Appendix A. There shall be no deviation from said daily compensation rates during the term
3 of this agreement. Salaries for additional days of service beyond those specified in any original
4 employment contract shall be computed on the per diem basis set out in the salary schedule.

5 Section B. Placement on Salary Schedule for Current Employees. Each person who is
6 already employed by the agency shall be placed on the proper step of the salary schedule as of the
7 effective day of this agreement and each such employee will be given credit for all experience
8 established for said employee with the agency prior to the date of this agreement which will
9 include all outside experience previously recognized by the agency. Any employee hired prior to
10 March 1 of any work year shall be given full credit for each year of service toward the next
11 increment step for the following year.

12 Section C. Placement on Salary Schedule for New Hire Employees. Each employee newly
13 hired subsequent to the date of this agreement will be placed at the proper step of the salary
14 schedule which reflects previous, similar experience of such newly hired employee in an
15 accredited school, similar agency, or other position which is directly related to the position for
16 which hired and proper placement on educational lane as verified by official transcripts. New
17 hire placements will be accomplished as follows:

18 1. The employer shall not give credit for prior experience not possessed by the new hired
19 employee.

20 2. New hire employees will be given credit for prior relevant experience possessed by such
21 new employee up to a maximum of nineteen (19) years (step twenty (20) placement).

22 Section D. Return to the Agency. Any employee with previous experience in the agency
23 shall, upon returning to the system, receive full credit on the salary schedule for all outside
24 teaching or similar experience in the same area for which the individual is being reemployed.
25 Employees who have not been engaged in applicable outside experience shall, upon returning to
26 the agency, be restored to the next position on the salary schedule above that at which they left.
27 The employer, in its discretion, may waive any probationary period for a returning employee.

1 Section E. Advancement on the Salary Schedule.

2 1. Experience. Employees on the step salary schedule will be granted a vertical step for each
3 year of service until the maximum for their educational classification is reached. A year of
4 service consists of employment in the AEA for ninety (90) workdays or more in one school year.

5 2. Education Lanes. Employees may advance from one educational lane to a higher
6 educational lane (horizontal movement) twice each contract year under the following conditions:

7 a. On or before September 10 for the first half of the contract year and February 1 for the
8 second half of the contract year, the employee shall file with division director suitable evidence
9 in the form of a college transcript that approved courses have been successfully completed.

10 b. That the director verifies the submitted educational credits, forwards the
11 recommendation for advancement to the administrator and the board of directors approve the
12 change.

13 3. Education Credit. All proposed college courses (graduate and undergraduate) which are to
14 be applied to advancement on the salary schedule must have prior written approval of the
15 division director before the course is taken. The course must be deemed appropriate by the
16 director to receive approval. Satisfactory completion of the credits must be verified by an official
17 transcript. Other suitable evidence may be accepted by the director that the course has been
18 completed if the official transcript cannot be obtained prior to September 10 or February 1, as the
19 case may be. However, lane advancement is to be temporary until verified by official transcript.

20 4. Horizontal/Vertical Movement. In the event movement from one educational lane
21 (horizontal) to another provides additional step (vertical), vertical as well as horizontal
22 movement may take place, if the individual has approved accrued years of experience with the
23 agency to warrant such vertical advancement. This provision does not apply to movement from
24 the BA to MA level.

25 Section F. Method of Payment. Each employee shall be paid 1/24th of their annual contract
26 salary in equal installments to be made on the tenth (10th) and the twenty-fifth (25th) of each
27 calendar month. An employee hired after initial pay period will be paid in accordance with
28 his/her written employment contract.

29 Exception: Each employee terminating employment shall have the option of receiving all of
30 his/her earned, contracted salary on the last day of the final month of employment. To exercise
31 this option, employees shall notify the business office in writing ten (10) days prior to the payday
32 involved.

ARTICLE VIIB

EDUCATIONAL EXCELLENCE PROGRAM HF 499

APPLICABLE TO CERTIFIED STAFF ONLY

1 The purpose of HF 499 is to promote excellence in education. The program consists of three
2 major phases addressing the following:

3 A. Phase I - The recruitment of quality teachers.

4 B. Phase II - The retention of quality teachers.

5 C. Phase III - The enhancement of the quality and effectiveness of teachers through the
6 utilization of performance based and/or supplemental pay plan.

7 Section A. Phase I.

8 A. Computation. The minimum full-time staff contract is 190 days. Therefore, as the salary
9 schedule for certified staff is based on per diem, a per diem rate of less than \$121.05 entitles the
10 certified staff member to Phase I funds, prorated.

11 B. Payment. The yearly additional stipend will be paid in equal amounts to be included as an
12 addition to the affected employee's regular payroll check. The additional funds are subject to the
13 employee's share of FICA and IPERS.

14 Section B. Phase II.

15 A. Rationale. It is the belief of both parties that the following concept is in the best interest of
16 the certified employees of the agency. It is a means of recognizing and encouraging longevity
17 with the agency, rewarding the accomplishments of advanced education, and maintaining the
18 sound fiscal integrity of the agency. It is furthermore felt that the proposal is a direct reflection
19 of the intent of the law (HF 499) as stated in both Section 1. 294A. 1 EDUCATIONAL
20 EXCELLENCE PROGRAM and Section 7. 294A. 8 GOAL.

21 Structure. As the goal of Phase II is to provide a general fiscal increase for teachers in an attempt
22 to retain experienced, quality staff and to assist in their development, three criteria will be
23 utilized for the distribution of funds:

24 Days worked, Longevity with the agency, and Advanced education. The funds are to be allocated
25 in the following proportions:

26 A. Days actually worked in contract year....80%

27 B. Continuous employment with Great River AEA 16 for a minimum of five (5) years with the

contract year being the sixth year of employment - starting date of August or before....16%

C. Masters plus 30-graduate credits or above (MA-30, MA-45, DR) levels on the contract year salary schedule....4%

Procedure.

A. Add approved enrollment amount, as allocated by state, to amount generated by services to LEAs.

B. Compute FICA and IPERS and deduct from total.

C. Divide funds available for bonus payments into three groups:

Days Worked.....80%

Longevity.....16%

Advanced Degrees.....4%

Computation.

a. Days of Service.

1. Compute total days of service by each eligible employee. Deduct vacation days or paid holidays. For eligible staff with administrative/supervisory duties, reduce eligible workdays by percentage of administrative/supervisory duties as reflected in FTE. (Example: 260-day contract minus 20-days vacation and 10-paid holidays equals 230 days. Point five (.5) administrative/supervisory duties equals 115 eligible days.)

2. Divide total workdays into eighty percent (80%) of dollars and identify per diem rate (three decimal places).

3. Multiply per diem rate by number of eligible days worked and round off to nearest cent.

Longevity.

A. Identify all staff who have been a continuous member of Great River AEA 16 for five (5) consecutive years prior to the contract year, with the first year beginning in August or before. Thus, the contract year will be at least their sixth year of service.

B. Divide number of sixteen percent (16%) of dollars available to identify amount to be paid each eligible staff member (190 days or more to be considered full time. Staff with less than 190 eligible workdays would be prorated). Staff with FTE of less than 1.0 would be prorated by FTE percentage eligibility.

Advanced Degrees.

A. Identify all staff that as of July 15th of the contract year are on an MA plus 30 or greater level.

B. Divide said number by four percent (4%) of dollars available to identify amount to be paid for

advanced graduate level work. Again, anyone with less than 190 eligible working days would be prorated. Staff with less than 1.0 FTE would be prorated by FTE percentage eligibility.

C. Add three criteria to establish total payment for year and round off to nearest full dollar.

Deduct any amount paid under Phase I.

Payment.

All Phase II funds to be paid within fifteen (15) working days of the receipt of funding from the state of Iowa. Anticipated funds are subject to the employees share of FICA and IPERS.

Section C. Phase III.

The plan for Phase III, when recommended by the Phase III committee and agreed to by the association and approved by the Great River Area Education Agency 16 Board of Directors, will become a part of this contract.

ARTICLE VIII

WAGES AND SALARIES

APPLICABLE TO CLASSIFIED ONLY

1 Section A. Salary Schedule. The basic hourly wage rate of classified employees covered by
2 this agreement is attached hereto as Appendix B.

3 Section B. Salary Schedule Placement for Current Employees. Each person who is already
4 employed by the agency will be placed on the proper step of the salary schedule as of the
5 effective date of this agreement and shall be given credit for previous experience established for
6 said employee with the agency in the employee's job classification.

7 Section C. Probationary Period for New Employees. A new employee shall serve a trial
8 period of thirty (30) days of actual work. During the trial period, the agency, based upon the
9 employee's performance, shall have the right to determine whether the employee is qualified for
10 the job. Should the employee fail to qualify, he/she will be terminated no later than the thirtieth
11 (30th) day. Should the employee qualify, he/she will be placed on the salary schedule as
12 provided in Section D. below. During the probationary period such employee will be paid such
13 hourly rate on the wage rate schedule as the employer determines appropriate.

14 Section D. Salary Schedule Placement for New Hire Employees after Probation. After
15 successful completion of the probationary period, newly hired employees will be placed at any
16 step in the hourly wage rate schedule appropriate to the employee's job classification. In making
17 such step placement the employer will take into consideration performance during probation,
18 relevant experience and education, but the employer shall not give credit for prior experience not
19 possessed by the new hired employee, nor be required to give credit for prior experience not
20 relevant to the position for which hired.

21 Section E. Vertical Advancement on Salary Schedule. In the year(s) following the year in
22 which initial placement occurs on the salary schedule, employees will be granted a vertical step
23 for each year of service until the maximum step is reached in that respective lane/level. A year of
24 service consists of employment in the agency for ninety (90) workdays or more in one (1) school
25 year.

Horizontal Advancement on Salary Schedule. In the year(s) following the year in which initial placement occurs on the salary schedule, employees may move across the salary schedule horizontally, maintaining their longevity pay from Lane I to Lane II and Lane III to Lane IV, based on the completion of the following guidelines:

- * Three (3) years of experience, following the initial year, within the job classification.

- * Successfully complete twenty-four (24) classroom contact hours of growth opportunities.

All proposed courses/in-services which are to be applied to advancement on the salary schedule must have prior written approval of the division director/supervisor before the course/in-service is taken. The course/in-service must be deemed appropriate by the director/supervisor to receive approval. Satisfactory evidence of completion of the course/in-service must be filed with the supervisor/director.

- * The supervisor/director will recommend and confirm all horizontal advancement. In the event movement from one lane (horizontal) to another provides additional step (vertical), vertical as well as horizontal movement may take place.

Nothing contained herein shall be construed to automatically authorize horizontal lane change on the classified salary schedule. No horizontal lane change may occur in advance of July 1, 1997.

Section F. Method of Payment. Each employee shall be paid 1/24th of their annual contract salary in equal installments to be made on the tenth (10th) and the twenty-fifth (25th) of each calendar month. An employee hired after initial pay period will be paid in accordance with his/her written employment contract.

Exception: Each employee terminating employment at the end of the contracted year shall have the option of receiving all of his/her earned, contracted salary on the last day of the final month of employment. To exercise this option, employees shall notify the business office in writing ten (10) days prior to the payday involved.

ARTICLE IX

INSURANCE

1 The parties agree that the benefits available to the employee as contained in Article IX are
2 specifically incorporated herein and are a part of this collective bargaining agreement as if set
3 forth in its entirety. The benefits provided have been negotiated between the parties and are
4 agreed upon as the type and extent of coverage negotiated pursuant to the collective bargaining
5 agreement.

6 Section A. Health and Comprehensive Major Medical.

7 Each full-time employee shall be covered by the health and comprehensive major medical
8 program as negotiated by the parties, and such coverage shall continue to be provided at
9 employer expense for the individual employee. This coverage mandate shall also be fulfilled if an
10 employee elects other coverage which is offered as an alternative to the employer's health and
11 major medical plan.

12 For those employees eligible for and electing family coverage, the employer will contribute
13 up to \$600.00 per month for twelve months (i.e. \$7200.00 per year).

14 The health insurance benefits are described in the policy provided by the Southeast Iowa
15 Schools Health Care Plan, which is on file in the employer's business office and may be
16 inspected by any employee at reasonable times.

17 Section B. Opt Out and Cash Payment Option.

18 Employer will allow employees to opt out of the current insurance coverage in accordance
19 with the Iowa code. Employer will maintain the salary cash payment option, which will be
20 available only to those employees selecting the opt out provision of the employer provided health
21 insurance.

22 Family wrap around coverage is only available in conjunction with single coverage.

23 Section C. Other Insurances.

24 Employer agrees to provide the following insurance benefits:

25 1. Dental Insurance. Provided for single employees at the expense of the employer. In the
26 event an employee elects family coverage, the employer will contribute up to \$36.00 per month
27 (for 12 months, \$432.00 per year). The dental insurance benefits are described in the policy
28 provided by the Southeast Iowa Schools Health Care Plan, which is on file in the employer's
29 business office and may be inspected by an employee at reasonable times.

1 2. Life Insurance. Each full-time employee shall be covered by a term life insurance policy
2 with a death benefits of \$50,000.00 for which the employer will pay the annual premium cost (12
3 months). The life insurance coverage shall also provide for double indemnity (\$100,000.00) for
4 accidental death.

5 3. Workers Compensation. Each employee shall be covered by workers compensation
6 benefits required under the law of the state of Iowa. Workers compensation coverage shall be
7 paid by the employer.

8 4. Disability Insurance. Each full-time employee shall be covered by a long-term disability
9 program for which the employer shall pay the annual premium cost. The disability insurance
10 benefit coverage is generally described as follows:

11 Month income benefit - 60% of your covered monthly compensation to a maximum benefit of
12 \$2,000.00 less any payments for that month for which you and your dependents are eligible under
13 the federal social security act and any accrued benefits which you received under IPERS or any
14 other retirement benefit plan of the agency. Once established, the monthly income benefit shall
15 not be further reduced by subsequent increases in social security benefits. Qualifying period -
16 three consecutive months. Maximum benefit period for accident or sickness is based on attained
17 age when total disability begins. Minimum monthly benefit - \$50.00. Benefits for disability due
18 to pregnancy or any complication of pregnancy are payable the same as for disability due to any
19 other sickness.

20 5. Liability Insurance. The employer will maintain liability insurance providing coverage for
21 employees while acting in the scope and course of their employment and duties. Selection of the
22 insurance carrier is in the discretion of the employer.

23 All insurance coverages in this section and in Article IX are incorporated herein and adopted
24 as if set forth in full and are binding upon the parties for the term of this agreement.

ARTICLE X

VACATIONS AND HOLIDAYS

APPLICABLE TO CLASSIFIED ONLY

1 Section A. Vacations. Any contracted employee who works a minimum contract year of at
2 least 250 days will accrue vacation days up to the completion of the year(s) of service as follows:

<u>Years of Service Completed</u>	<u>Vacation Days</u>
1-5	10
6-14	15
15 and over	20

8 1. Vacation Scheduling. Vacations will be scheduled at a time that will not adversely affect
9 duty or work schedules. Vacation days must be requested two (2) days in advance and receive
10 approval of the supervisor/director.

11 2. Vacation days which have been earned are not cumulative from year to year. Any employee
12 who fails to use earned vacation prior to the end of the employee's contracted year shall forfeit all
13 unused vacation. With prior approval of the division director, an employee may carry over up to five
14 (5) days of vacation to the following year only. Approval shall be requested thirty (30) days prior to
15 the end of the employee's contract year.

16 3. The employer may not rescind any vacation that has been approved and scheduled in
17 advance for the last fifteen (15) days of the contract year without arranging with the employee to
18 carry over the days to the following year. The employee shall state at that time the date of the
19 rescheduled vacation.

20 Section B. Holidays. Paid holidays are included as a part of the employee's contracted
21 services as set out below. Holidays are allocated according to length of contract as follows:

1	<u>Length of Contract</u>	<u>Holidays</u>
2	180-199 days	Thanksgiving Day
3		Day after Thanksgiving
4		Christmas Day
5		New Year's Day
6		Friday before Easter
7		
8	200 days (minimum)	Labor Day
9		Thanksgiving Day
10		Day after Thanksgiving
11		Christmas Day
12		New Year's Day
13		Friday before Easter
14		
15	250-260 days	Labor Day
16		Thanksgiving Day
17		Day after Thanksgiving
18		Day before Christmas
19		Christmas Day
20		Day before New Year's
21		New Year's Day
22		Friday before Easter
23		Memorial Day
24		Fourth of July

25 Section C. Probationary Employees. Probationary employees do not earn or receive
26 vacation days or receive holiday pay during the probationary period of employment.

27 Section D. Resignation. If an employee resigns at the end of the year and has earned
28 vacation and not used the vacation earned, that employee will be paid his or her vacation
29 time at the employee's regular pay rate.

ARTICLE XI

LEAVES OF ABSENCE

1 Section A. Sick Leave. All employees of the agency, under written contract, will be allowed
2 leave of absence without loss of pay in the event of personal illness or personal injury on the
3 following basis:

4 1. Staff Working 180 or More Days. Sick leave will be based on a full day for those working
5 eight (8) hours, and for those working a part of the day, on the portion of the day worked.

6 a. Contract of 180-249 days - 10 days the initial year and 18 days in subsequent years -
7 cumulative to 140 days maximum.

8 b. Contract of 250-260 days - 10 days the initial year and 20 days in subsequent years -
9 cumulative to 140 days maximum.

10 2. Staff Working Less than 180 Days. Sick leave will be prorated, based on the days and
11 portion of the day of the contract, as follows:

12 1st year: $\text{Contract days} \times 10 \text{ days} / 180$

13 Subsequent years: $\text{Contract days} \times 18 \text{ days} / 180$

14 a. In the case of an employee hired during the contract year as a full-time or part-time
15 employee, the above proration shall be used to establish the sick day entitlement. As in Article
16 VII, Section B, if the employee is hired prior to March 1, that will be considered the employee's
17 initial year. If the employment takes place after March 1, the following contract year will be the
18 initial year for purposes of sick leave calculation.

19 b. In calculating sick days within a given year, any fraction from .1 to .9 will be one-half
20 (1/2) day of sick leave.

21 c. For staff on less than 180-day contract year, maximum accumulation of sick leave will be
22 calculated as follows:

23 $140 \text{ days} \times \# \text{ of days worked} / 180$

24 3. In all instances, "days" of sick leave are considered the same number of hours the
25 individual (full- or part-time) is contracted to work.

26 4. A physician's report certifying the reason for absence may be required
27 when the employee is absent for more than five (5) days. A physician's report may be required at
28 any time the employer has reasonable grounds to believe such leave is being abused.

5. Unless otherwise agreed between an employee and his/her director/designee, an employee shall be allowed to utilize sick leave for all authorized purposes and for scheduled appointments (medical, dental, optical) in one (1) hour increments.

Section B. Leave of Absence on Expiration of Sick Leave. After an employee has expended paid sick leave benefits and is still certifiable by a physician as being unable to mentally or physically resume contractual responsibilities, a leave of absence without pay shall be granted at employee request up to the remaining length of the current contract year. During the leave of absence, the employer will continue to pay the employer's share of the insurance benefits as provided by the master contract.

Section C. Maternity.

1. Except as hereafter modified, all provisions and regulations applicable to employees who are granted sick leave shall be applicable to employees on maternity leave. Sick leave benefits to the extent of any employee's accumulated sick leave shall be paid during the time an employee is unable to perform required duties upon the recommendation of her physician.

2. An employee wishing to remain away from her position beyond the time recommended by her physician after termination of pregnancy will be granted up to a six-weeks unpaid leave of absence.

3. As soon as medically determined or at the employee's discretion, no later than three months prior to expected date of birth, the employee shall give written notice to the agency of the projected dates of termination of duties.

Section D. Illness in Immediate Family. Employees may use up to thirteen (13) days of his/her sick leave per year for illness in the family. Family to include: husband, wife, child, father, mother, sister, brother, mother-in-law, father-in-law, grandchild or grandparent. The number of days for this absence will be deducted from sick leave. This leave of absence will be arranged with the immediate supervisor.

Section E. Personal Leave. Each employee shall be credited with two (2) days per year with pay and one (1) day per year without pay to be used for the employee's personal business. They shall not be cumulative from year to year. Request for personal leave must be made at least one (1) day in advance and be approved by the immediate supervisor, except in cases of emergency. Personal days shall not be used on days immediately following holidays, except for emergencies.

Section F. Jury and Legal. Any employee who is called for jury duty during school hours or who is subpoenaed to make an appearance in any judicial or administrative proceeding or who

1 shall be asked to testify in any arbitration matter shall be provided such time. Any fees or
2 remuneration in excess of actual expenses the employee receives during such leave shall be
3 turned over to Great River AEA 16.

4 Section G. Bereavement Leave. Up to five (5) days of leave with pay may be granted to an
5 employee for each death in the immediate family which includes: husband, wife, father, mother,
6 brother, sister, children, grandparents, and grandchild. Other paid bereavement leave for the
7 death of a relative may be granted at the discretion of the division director/designee. At the
8 discretion of the director/designee, employees may also be granted paid bereavement leave for
9 the time necessary to attend the funeral of a nonrelative. The purpose of bereavement leave is to
10 facilitate the employee's participation in those activities associated with the loss of a relative by
11 death and the maximum of five (5) days will be based on distance involved and approval by
12 division director/designee. Bereavement leave is allowable per event, but is not cumulative from
13 year to year.

14 Section H. Association Leave. Up to six (6) days per year may be granted to representatives
15 of the association to attend conferences, conventions, or other activities of the association or for
16 the purpose of transacting association business by the officers and/or representatives. The
17 association shall pay the cost of substitutes when the same are required. Notice of the usage of
18 such leave shall be given the director/designee at least five (5) days in advance.

19 Section I. Developmental Leave. Employees may be granted up to five (5) days leave for
20 professional development. Up to five (5) additional days may be granted subject to the approval
21 of the director/designee. Such leave shall be used for activities designed to further the
22 employee's professional growth and must be related to the employee's occupation. Such leave
23 shall be approved at the discretion of the employer and may include, but is not limited to, state
24 and local meetings, visitation to view techniques or programs, conferences, workshops, or
25 seminars conducted by educational institutions. Any employee requesting development leave
26 shall obtain approval from the employer for the same at least ten (10) days in advance. The
27 request will be initiated with the immediate supervisor and forwarded to the director/designee for
28 final approval. The employer may in its discretion approve expenses incurred by the employee in
29 using such leave, which may include travel, meals, lodging, registration fees, and the cost of any
30 substitute. In the event a request is denied, the employee shall be informed in writing as to the
31 reasons for said denial. Attendance at meetings or conferences required by the employer where
32 the attendance of the employee is mandatory shall not be considered developmental leave.

1 Section J. Educational Improvement. At the discretion of the employer, a leave of absence
2 without pay for one (1) contract year will be granted to any employee for the purpose of engaging
3 in study at an accredited college or university reasonably related to the employee's professional
4 responsibilities. Upon return from such leave, the employee shall be placed at the same position
5 on the salary schedule and maintain the same benefits as the employee would have accrued in the
6 agency during such leave period. Request for this leave will be made to the employee's
7 supervisor reasonably in advance of the same.

8 Section K. Other Leave. Other leaves of absence without pay may be granted for good cause
9 in the sole discretion of the employer. The granting or denial of any request for this leave shall
10 not be subject to the grievance procedure and no grievance shall be presented nor processed with
11 respect to the same.

ARTICLE XII

SENIORITY

1 Section A. Definition. Seniority shall mean an employee's continuous length of employment
2 with Great River Area Education Agency 16 and in the bargaining unit inclusive of the county
3 system, providing such county service was continuous and can be verified. All seniority shall be
4 based on continuous service measured from the date of the original contractual employment.
5 Part-time employees shall acquire seniority at a rate proportionate to the employee's term of
6 employment measured from the date of original contracted employment.

7 Section B. Equal Seniority. When seniority is equal between or among employees, ranking
8 of those employees shall be determined by the following priority: (1) prior service within
9 another category in the agency, (2) drawing of lots by an association representative.

10 Section C. Seniority on Recall and Reinstatement. An employee who is reduced in force,
11 recalled, and reinstated shall retain previous seniority accrued up to the date of reduction in force
12 as follows: (a) certified - through the last day of the current contract, (b) classified - through the
13 last day on which services are performed following notice of termination, but seniority does not
14 accrue during any recall period.

15 Section D. Loss of Seniority. All accrued seniority will be lost if an employee: (a) resigns or
16 retires, (b) is discharged, (c) fails to advise the employer to return to work within fifteen (15)
17 days after receiving notice of recall from layoff directed to his last address via certified letter, (d)
18 fails to return to work within fifteen (15) working days after notifying the employer of intent to
19 work after receipt of notice of recall from layoff, (e) is laid off for a period in excess of eighteen
20 (18) months.

21 Section E. Seniority on Leave of Absence. All authorized leaves, paid or unpaid, shall be
22 considered as continuous service and seniority shall continue to accrue. No authorized leave of
23 absence shall be used to alter the provisions of seniority herein.

24 Section F. Seniority on Staff Reduction. For purposes of Article XIV, Procedures for Staff
25 Reduction, all seniority measurement shall be within the exclusive category from which the
26 employee is to be reduced, measured from the date of original employment within each such
27 category.

28 Section G. On or before October 30 of each work year, the employer will provide the
29 association with a list showing seniority of each bargaining unit employee within the agency.

ARTICLE XIII

TRANSFER PROCEDURES

1 Section A. Notice of Assignments. The agency has the right to make yearly staff
2 assignments. Employees will be notified of their classification and primary designated
3 office/work facility in writing when contracts are issued. When possible, support staff shall be
4 informed in writing as to tentative building assignments, upon issuance of their contract and no
5 later than the first full week in June. However, changes in building assignments are not
6 grievable.

7 Section B. Considerations for Assignment and/or Transfer. All assignments/transfers shall
8 be made in the best interest of the students served and the agency's need to give service. The
9 following criteria shall be considered in assignment/transfers: student enrollment, specific skills
10 needed, seniority, expansion of a divided position, team effectiveness, local educational agency
11 desires/needs, current residency of employee, and distance from designated office.

12 Section C. Voluntary Transfers.

13 1. Definition - A voluntary transfer shall mean an employee requested and director approved
14 assignment to a different job classification within the division, building assignment for
15 instruction staff or primary designated office or primary work facility for other staff when a
16 vacancy occurs.

17 2. Filing Voluntary Transfer Requests - Employees who wish a transfer may file a written
18 statement of such desire with the director. Such statement shall include the classification,
19 primary designated office/work facility or building assignment to which the employee desires to
20 be changed. Such requests for voluntary transfers for the following year shall be submitted no
21 later than May 1 or, when applicable, no later than December 1 for second semester.

22 Section D. Involuntary Transfers.

23 1. Definition - An involuntary transfer shall mean the assignment of an employee to a
24 different primary designated office/work facility.

25 2. Involuntary Transfers - Involuntary transfers will only occur when vacancies cannot be
26 filled by voluntary transfer requests.

27 3. Employee Notice and Input - When the necessity for an involuntary transfer occurs, the
28 employee's supervisor/director will meet with said employee(s) to discuss the need for, rationale,
29 and circumstance of the involuntary transfer (see Section B. for criteria).

1 4. Meeting and Appeal - If an employee objects to an involuntary transfer upon receiving
2 notice of the same, the transfer shall not occur until after a meeting with the employee involved
3 and a representative of the employer, at which time the employee will be given the reasons for
4 the transfer which will be written if the employee requests.

5 5. An employee involuntarily transferred after their contract has been signed and submitted
6 will be entitled to mileage reimbursement equal to the mileage difference between the original
7 office/work facility assignment and the new assignment.

8 Section E. Vacancies.

9 1. Definition - A vacancy shall mean a position that an employee has left which has not been
10 filled by a voluntary transfer or a new position created within the agency.

11 2. Notification Vacancies - The employer will post all vacancies in the main office and
12 satellite offices, and a copy of the posting will be sent to the association president. The posting
13 will contain the job, title, pay scale, requirements, primary designated office/work facility when
14 known, and the date such position is to be filled.

15 3. Procedure for Filling Vacancies - The procedures to be followed shall be indicated in the
16 notice of vacancy. The criteria utilized is indicated in Section B. No request shall be denied
17 arbitrarily, capriciously, or without basis in fact.

18 Section F. Loss of Facilities.

19 It is recognized that the employer rents or leases various buildings and facilities within
20 the employer's service area. In the event there is a loss of a facility or part of a facility
21 necessitating the closing or abandoning of a current designated office, primary work facility or
22 part thereof, reassignments of staff currently assigned to said closed office or work facility to
23 another location will not be considered involuntary transfers.

ARTICLE XIV

PROCEDURES FOR STAFF REDUCTION

1 Section A. Notification. The employer shall determine when a reduction in staff is necessary,
2 the number of employees who will be affected, the job classification of the employees to be laid
3 off and/or programs or services to be eliminated.

4 1. When the employer deems it necessary to reduce certified staff, it shall notify the certified
5 employee or employees to be considered for staff reduction or termination no later than April 15
6 of the preceding year for which the reduction is to be effective. Such notice will be in writing
7 and shall be given the employee as required by Chapter 279, code of Iowa.

8 2. When the employer deems it necessary to reduce classified staff, it shall notify the
9 classified employee or employees to be considered for staff reduction or termination as soon as
10 the need for such reduction or termination becomes known to the employer. Such notice will be
11 in writing and shall be given the employee by certified mail or personal delivery.

12 Section B. Exclusive Categories. Staff reduction will be considered by the employer and will
13 occur within the following exclusive categories and within said categories in accordance with the
14 procedures set out below.

CERTIFIED

16 Consultant: Guidance/GT

17 Consultant: Language Arts

18 Consultant: Math/Science

19 Consultant: Social Studies

20 Consultant: Multi-Categorical

21 Consultant: Preschool

22 Consultant: Computer Assisted Instruction

23 School Psychologist

24 Speech Pathologist

- 1 School Social Worker
- 2 Occupational Therapist/Physical Therapist
- 3 Audiologist
- 4 Coordinator: Work Experience
- 5 Coordinator: STEP
- 6 Teacher: Emotionally Disabled (Autistic)
- 7 Teacher: General Certification (K-12)
- 8 Teacher: Hearing Impaired
- 9 Teacher: Visually Impaired
- 10 Teacher: Mentally Disabled (MDE/MDT)
- 11 Teacher: Preschool Handicapped
- 12 CLASSIFIED
- 13 Aides: Audiometrist
- 14 Aides: Audio-Visual
- 15 Aides: Curriculum Lab
- 16 Aides: Library (Media)
- 17 Aides: Psychological
- 18 Aides: Communication
- 19 Aides: Teacher (MDT/SP/MDE/Autistic/
20 Preschool Handicapped)
- 21 Aides: Educational Services
- 22 Aides: Production
- 23 Certified Occupational Therapy Assistant
- 24 Audio-Visual Technician
- 25 Computer Technician
- 26 Custodian
- 27 Media Van Driver
- 28 Parent Coordinator
- 29 Pressroom Operator
- 30 Receptionist
- 31 Secretary
- 32 Section C. Procedures.

1 1. When the employer determines that it is necessary to reduce staff, it will determine the
2 priority of programs and needs of the agency and it shall attempt to accomplish reduction by
3 normal attrition. The term "attrition" contemplates the known resignation or retirement of
4 existing certified employees on April 15 of the preceding year for which the reduction shall be
5 effective and known resignation or retirement of classified employees at any time.

6 2. In the event sufficient reduction cannot be accomplished by attrition, staff reduction shall
7 occur in the following order: CERTIFIED. (1) All employees with emergency/temporary
8 certification will be laid off first. (2) All probationary employees will be laid off next. (3) All
9 nonprobationary, fully certified, part-time staff will be laid off next. (4) All nonprobationary and
10 fully certified full-time staff will be laid off next. CLASSIFIED. (1) All temporary or irregular
11 part-time employees will be laid off first. (2) All probationary employees will be laid off next.
12 (3) All regular part-time employees will be laid off next. (4) Regular full-time employees will be
13 laid off next.

14 Section D. Further Reduction of Certified Employees. If further reductions are necessary
15 within any category, the employer will consider the following criteria in effectuating further
16 reduction in force, with said criteria being applied in the numbered order of priority as follows:

17 1. Continuous seniority of the employee with the employer within the employee's particular
18 classification or discipline.

19 2. The employee's total seniority with the employer as defined in the seniority article.

20 3. If the above seniority is equal, employee skills and ability with the employee's particular
21 category of classification or discipline.

22 Section E. Further Reduction of Classified Employees. If further reductions are necessary
23 within any category, the employer will consider the following criteria in effectuating further
24 reduction in force, with said criteria being applied in numbered order of priority as follows:

25 1. The employee skills and ability based on past evaluations within the employee's particular
26 category of classification or discipline. The employer will first give consideration to seniority
27 before any determination as to skills and ability is made. Once an employee is given a written
28 statement that seniority was considered and advised as to the date of seniority from the seniority
29 list established by the seniority article, no grievance shall then be presented or processed on the
30 basis of a failure to consider seniority.

31 2. Continuous seniority of the employee with the employer within the employee's particular
32 classification or discipline.

1 3. The employee's total seniority with the employer as defined in the seniority article.

2 Section F. Recall - Applicable to certified only.

3 1. Any employee terminated and reduced in staff shall be eligible for recall to a position and
4 classification for which the employee is qualified for a period of two (2) years. Said recall period
5 shall begin July 1 following termination.

6 2. Employees will be recalled in inverse order of layoff within their appropriate job
7 classifications, provided employees are then qualified and certified to perform the duties of said
8 classification.

9 3. Notice of recall will be sent to the employee's last known address by certified mail and the
10 employee must notify the employer within fourteen (14) calendar days of his or her intention and
11 availability to return to work or all recall rights shall terminate. Notice of recall and the
12 employee's intention to return to work shall be deemed delivered when deposited in the United
13 States mail by certified mail, postage prepaid.

14 4. If any employee is recalled to a less equivalent position than that held at the time of
15 reduction and termination and accepts such position, he or she will lose any further recall rights
16 relating to the original reduction and termination.

17 Section G. Recall - Applicable to classified only.

18 1. Any employee terminated and reduced in force shall be eligible for recall to a position for
19 which the employee is qualified for a period of one (1) year. Said recall period shall begin on the
20 first day following which the employee is no longer on duty with the employer.

21 2. Employees will first be recalled in inverse order of layoff within their appropriate job
22 classification and may also be recalled to other positions if qualified for the same.

23 3. Notice of recall will be sent to the employee's last known address by certified mail, and the
24 employee must notify the employer within fourteen (14) calendar days of his or her intention and
25 availability to return to work or all recall rights shall terminate. Notices of recall and employee's
26 intention to return to work shall be deemed delivered when deposited in the United States mail
27 by certified mail, postage prepaid.

28 4. If any employee is recalled to another position rather than the one formerly held and
29 accepts such position, he or she will lose any further recall rights relating to the original
30 reduction and termination.

ARTICLE XV

EVALUATION PROCEDURES

1 Section A. Formal Evaluation. Formal evaluation has the primary purpose to ascertain
2 performance level in relation to the requirements of the position the individual holds. It is a
3 measurement process with the objective of improving the quality of performance or service.

4 Section B. Orientation. Within thirty-five (35) days following the start of the work year, an
5 employee's supervisor or supervisor's designated representative will acquaint the employee with
6 the evaluation procedures, evaluation standards (including providing a copy of evaluation
7 standards to be used), methods or means to be utilized by the employer to formally evaluate if
8 observation is to be used, and the designated person(s) who will evaluate the employee's
9 performance during the year. No formal evaluation shall take place until the orientation has
10 occurred.

11 Section C. Evaluation Criteria. The evaluator shall consider the following evaluation criteria
12 in regards to the evaluation process and the employee's position.

13 1. Applicable to certified only - Each evaluation will consider all or a select number of the
14 criteria of professional competencies and skills; communication; organization/reports; personal
15 attributes; and teaching competencies.

16 2. Applicable to classified only - Each evaluation will consider all or a select number of the
17 criteria of time; attendance; personal appearance; criticism; job attitude; service attitude;
18 relationships; initiative; efficiency; quality and quantity of work and responsibility.

19 Section D. Number of Evaluations.

20 1. New employees will be evaluated at least twice a year during the first and second years of
21 employment.

22 2. Following the second year of employment, employees will be evaluated at least once every
23 two (2) years or more frequently at employee's option.

24 3. Any employee may request an additional evaluation during the work year, by making a
25 written request to the employee's immediate supervisor for the same.

26 4. By mutual agreement, an employee and the employee's supervisor may waive any and all
27 evaluations in any given year. This agreement shall be in writing, if requested by the employee.

1 Section E. Observation and Conference.

2 1. Pre-Observation Conference - If formal observation is to be used in evaluation, an
3 employee will be informed five (5) days in advance of the observation date and a pre-observation
4 conference with the supervisor or supervisor's designee will be held at least one (1) day in
5 advance of the observation. The pre-observation conference will include a discussion of the
6 activities to be observed, the objectives of those activities, desired performance level to be
7 attained and skills/techniques to be used during the observation. If a schedule of more than one
8 observation is contemplated, the employee will be advised of such schedule and a pre-
9 observation conference will be held at least one (1) day in advance of each observation.

10 2. Post-Observation Conference - Each formal observation will be followed by a post-
11 observation conference within seven (7) days of the observation. This conference will
12 specifically relate to the activities, performance level, objective attainment and other designated
13 pre-conference determined skills that were or were not observed.

14 3. Evaluation Data - An employee's evaluation may include all aspects of the employee's
15 performance in their work environment as those aspects relate to the evaluation criteria in
16 Section C.

17 4. Summative Evaluation Conference - Each formal evaluation cycle shall be followed within
18 ten (10) days (employee absence excepted) by a summative evaluation conference between the
19 employee and the employee's supervisor or supervisor's designee. At such conference, a copy of
20 the written summative evaluation shall be given to the employee and the original shall be placed
21 in the employee's personnel file. The original written summative evaluation shall be signed and
22 dated by the employee, but such signature does not indicate agreement by the employee, but only
23 the awareness of content and receipt of a copy of the same. The written summative evaluation
24 shall provide space for employee comment.

25 5. Employee Professional Growth - Professional growth plans will be based on periodic
26 collection and analysis of information of an employee's job performance. Each resulting
27 summative evaluation shall include the development of a professional growth plan.

28 A professional growth plan will be developed from discussions between supervisor and
29 employee. The plan will be mutually agreed upon and will include a goal, activities, and
30 strategies (including alternatives).

1 Professional growth activities may include: independent study, inservice participation,
2 college courses, observations of colleagues, peer coaching, Phase activities, attendance at
3 professional meetings, or other mutually agreed to activities.

4 6. Responses - If the employee objects to the written summative evaluation report, the
5 employee shall have the right to respond by delivering a written objection to the supervisor
6 within ten (10) days following the summative evaluation conference. The employee's written
7 statement of objection shall be attached to the original written summative evaluation document in
8 the employee's personnel file.

9 Section F. Work Rule or Policy. Employee violations of work rules or employer policies
10 which are brought to an employee's attention for correction are not formal evaluations.

11 Section G. Personnel File Review.

12 1. Each employee or an employee's designated representative on the employee's written
13 consent shall, upon request, have the right to review evaluation documents contained in the
14 employee's personnel file. Such review shall occur during normal business or working hours and
15 when the same will not interfere with the employee's or employer's responsibilities. The
16 employee shall have the right to duplicate any of the evaluation documents contained in the
17 employee's personnel file provided the cost of duplication shall be paid by the employee.

18 2. The employee shall have the right to respond to documents in the personnel file, such
19 responses to be dated and signed by the employee and shall be attached to the original document
20 in the file.

21 3. Personnel files of an employee may not be inspected, reviewed, or copied by persons other
22 than the employer or an authorized government representative without the employee's written
23 consent.

24 Section H. Evaluation Grievance. An employee shall have the right to grieve an evaluation
25 under the grievance procedure of Article V if the evaluation is inaccurate, if the criteria has been
26 misapplied or ignored or where the employee is subjected to harm by the evaluation.

ARTICLE XVI

INSERVICE TRAINING

1 The administration with assistance from staff may establish inservice training based on
2 agency needs.

3 The employer shall determine the nature and extent of inservice training and the employee
4 shall participate in the same as required.

ARTICLE XVII

HEALTH AND SAFETY

Section A. Health.

1. Medical Examination - New Employees - The employer shall pay the cost of any medical examination by an employer designated physician required for the employment of a newly hired employee, if the employer requires a medical examination. Such medical examination shall consist of those items required by the employer for employment, and the results of such examination will be made available to the employee for the employee's additional use.

2. The employer may at any time require an employee to have an examination by a physician for such items as are required for continued employment or by state regulation. The cost of any examination required by state regulation including, but not limited to, a tuberculosis test, shall be paid by the employer in an amount not to exceed \$50.00.

3. If the employer deems that any specific examination or tests are necessary, the employer will pay for such items even if the amount exceeds \$50.00. Any other examinations or tests beyond those requested by the employer shall be paid by the employee.

Section B. Safety. An employee may use such force as is reasonable and necessary to defend and protect himself or herself from attack or to prevent injury to another employee, student, or himself/herself, consistent with applicable law relating to assaults and self-defense.

Section C. Unsafe or Hazardous Conditions - Employees will not be required to perform tasks in the course of their employment which endanger their personal safety. Upon determining that a required employment task endangers the employee's personal safety, such condition shall be immediately reported to the employer. The employer will make reasonable efforts to eliminate such unsafe condition to the extent possible within the employer's control. Employees may be required to routinely operate vehicles in the course of their employment, and mere operation of a vehicle shall not be considered a task which endangers personal safety, except under such weather and road conditions as result in public authorities advising that vehicular travel should not occur in the area served by the agency.

Section D. Medication - Medical Function. No employee shall be required by the employer to dispense or administer medication or perform any other medical function except as required by Iowa law. Employees working in situations where no other qualified person is available to dispense medication or perform medical functions and when such functions are required for the

1 health and well-being of the student, may perform the same only if the employee has taken state
2 required training for the same. The employer shall honor reasonable requests from the
3 association to arrange and offer training to employees who may be required to perform other
4 medical functions, including, but not limited to, the dispensing of medication as related to the
5 care of children in the employee's charge. Employees shall provide the employer suitable
6 evidence of having completed such training. Employees who have completed such training and
7 who then provide medication or a form of medical assistances shall be indemnified by the
8 employer for any liability incurred in excess of or beyond the applicable liability insurance limits
9 of the agency then in effect.

10 Section E. Severe Health Hazard. An employee working in an environment where
11 exposed to a severe life threatening contagious disease will immediately report such condition to
12 the employee's immediate supervisor. Upon verification by an employer retained physician that
13 such condition exists, the employer will take immediate action to correct such condition. If the
14 employer fails to correct the condition, the employee will not be required to continue
15 employment in that environment.

ARTICLE XVIII

DEDUCTIONS

A. Dues Deduction.

1. Authorization - Any employee who is a member of the association or who has applied for membership may sign and deliver to the employer an assignment authorizing payroll deduction of association dues and fees. Such authorization shall continue in effect from year to year unless terminated at any time by the employee giving at least thirty (30) days written notice of such termination to the employer.

2. Regular Deduction - At the time of such authorization, the employee shall request that the employer deduct 1/12 of such annual dues monthly beginning in September and ending in August of each year. Employees who begin deduction after September shall have the total dues prorated on the basis of the remaining months of employment. The employer shall notify the association of the termination of any employee as soon as the date of termination is known and shall transmit the remaining dues that are withheld from the last check of the employee. The employer shall transmit to the treasurer of the association all monies withheld once per calendar month, but no later than ten (10) days after the last regularly scheduled payroll of such month.

B. Direct Deposit - An employee may elect to initiate the direct deposit program for payroll checks by providing the necessary information as requested by the business office. An employee may only ask for direct deposit into one account at any one financial institution. The direct deposit shall remain perpetual unless canceled by the employee. If an employee cancels the direct deposit program during the contract year, he/she is allowed one additional opportunity to re-initiate the direct deposit program during said year.

C. Other Deductions - Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for annuities, U.S. savings bonds, United Way (Burlington, Ft. Madison, Mt. Pleasant, and Keokuk), credit unions, and insurances.

1. Hold Harmless - The association agrees to indemnify and hold harmless the employer, administrator, staff directors, and all other supervisory personnel against any and all liability claims, losses, lawsuits, causes of action expenses, and costs directly or indirectly arising out of the employer's performance of its obligation for dues deduction under this agreement.

ARTICLE XIX

MISCELLANEOUS

1 Section 1. Separability and Savings - Should any article, section, provision or clause of this
2 agreement be declared invalid or illegal, such invalidity or illegality shall not affect any
3 remaining article, section, provision or clause not so adjudged and the remaining balance of this
4 agreement shall remain in full force and effect.

5 Section 2. Finality - This agreement supersedes all previous agreements between the
6 employer and the association or any members thereof, and unless expressly stated to the contrary
7 herein, constitutes the entire agreement between the parties and concludes collective bargaining
8 for its term with respect to wages; hours; vacations; insurance; holidays; leaves of absence; shift
9 differentials; overtime compensation; supplemental pay; seniority; transfer procedures; job
10 classifications; health and safety matters; evaluation procedures; procedures for staff reduction
11 and inservice training. Past practices shall not constitute a part of this agreement, unless
12 expressly stated to the contrary herein and any subsequent or supplementary agreement must be
13 reduced to writing and executed by both parties to be effective. Unless expressly stated to the
14 contrary herein, the employer and association for the term of this agreement each voluntary and
15 qualified waive any right which might otherwise exist under law to renegotiate over any matter
16 contained herein during the term of this agreement.

17 Section 3. Cafeteria Plan (Flexible Benefit Plan) - All employees will be provided the option
18 to participate in the salary reduction benefits of a cafeteria plan under Internal Revenue Code
19 Section 125.

20 A. The agency will provide the plan at no cost to the employee when fifty-one (51) or more
21 employees (including both bargaining unit and nonbargaining unit) participate.

22 B. The agency will pay half of the cost of the plan when twenty-six (26) or more employees
23 (including both bargaining unit and nonbargaining unit) participate. The remainder of the cost
24 will be paid by the individual employee participating in the plan.

25 C. The agency will provide the plan at no cost to the employee when the minimum amount
26 of \$45,000.00 is committed to the plan by participating employees (including both bargaining
27 unit and nonbargaining unit).

1 Section 4. Duration - This agreement shall be effective as of July 1, 2006, and shall continue
2 in force and effect until midnight, June 30, 2007. Unless mutually agreed to by both parties, no
3 other articles may be opened for the 2006-2007 contract year.

4 Section 5. The Agency agrees that it will negotiate mandatory topics of bargaining only with
5 the exclusive bargaining agent, and will not negotiate with, accept offers from, or make offers to
6 persons other than the exclusive bargaining agent. Further, no committees including TQE
7 committees purporting to study of a mandatory topic of bargaining will be staffed with
8 bargaining unit members except with the express consent of the exclusive bargaining agent.

In witness whereof the parties have caused this agreement to be signed by their respective presidents,
attested by their respective chief negotiators and their signatures placed thereon, all on the
1st day of May, 2006.

SOUTHEAST IOWA SPECIAL EDUCATION
EMPLOYEES ASSOCIATION

By Barbara Hahn
Barbara Hahn, Chief Negotiator

Barbara Kelly
Barbara Kelly, President

GREAT RIVER AREA EDUCATION
AGENCY 16

Greg Manske
Greg Manske, Chief Negotiator

Thomas Zimmerman
Thomas Zimmerman, President

APPENDIX A

CERTIFIED SALARY SCHEDULE

2006-2007

Per Diem Rate

Levels: Degrees plus approved college credit*

STEP	BA	15	30	M	15	30	45	DR
1-5	133.77	136.99	140.30	156.38	160.14	165.11	170.06	176.69
6	136.99	140.30	145.16	160.14	165.11	170.06	176.69	181.63
7	140.30	145.16	150.14	165.11	170.06	176.69	181.63	186.53
8	145.16	150.14	154.94	170.06	176.69	181.63	186.53	191.48
9	150.14	154.94	159.85	176.69	181.63	186.53	191.48	197.95
10	154.94	159.85	166.45	181.63	186.53	191.48	197.95	202.86
11	159.85	166.45	171.38	186.53	191.48	197.95	202.86	207.75
12	166.45	171.38	176.13	191.48	197.95	202.86	207.75	212.78
13	171.38	176.13	180.71	197.95	202.86	207.75	212.78	219.25
14	176.13	180.71	185.47	202.86	207.75	212.78	219.25	224.24
15	180.71	185.47	190.82	207.75	212.78	219.25	224.24	229.21
16	185.47	190.82	196.28	212.78	219.25	224.24	229.21	234.15
17	190.82	196.28	201.39	219.25	224.24	229.21	234.15	240.64
18	196.28	201.39	206.57	224.24	229.21	234.15	240.64	245.61
19	201.39	206.57	211.69	229.21	234.15	240.64	245.61	250.87
20	206.57	211.69	216.80	234.15	240.64	245.61	250.87	256.15
21				240.64	245.61	250.87	256.15	261.32
22				245.61	250.87	256.15	261.32	266.56
23				250.87	256.15	261.32	266.56	271.95
24				256.15	261.32	266.56	271.95	277.02
25						271.95	277.02	282.08

* MA-30 is equivalent to either master's degree plus 30-approved college credit or Specialist degree.

ADDITIONAL PHASE II FUNDS ARE AVAILABLE TO ENHANCE SALARIES. PLEASE REFERENCE VIIB.



APPENDIX B
CLASSIFIED SALARY SCHEDULE

2006-2007

Hourly Rate

STEP	I	II	III	IV
1-5	7.42	7.82	8.17	8.42
6	7.62	8.02	8.37	8.62
7	7.82	8.22	8.57	8.82
8	8.07	8.47	8.77	9.02
9	8.32	8.72	8.97	9.22
10	8.62	8.97	9.22	9.47
11	8.92	9.27	9.47	9.72
12	9.22	9.57	9.77	9.97
13	9.52	9.87	10.07	10.27
14	9.82	10.17	10.37	10.57
15	10.12	10.47	10.67	10.87
16	10.42	10.77	10.97	11.17
17	10.72	11.07	11.27	11.47
18	10.93	11.28	11.57	11.77
19	11.18	11.53	11.87	12.07
20			12.08	12.28
21			12.33	12.53



APPENDIX C
GRIEVANCE FORM

GREAT RIVER AREA EDUCATION AGENCY 16

<hr/> <div style="text-align: center;">Location</div>	<hr/> <div style="text-align: center;">Date Filed</div>
	<u>Distribution of Form</u> 1. Association 2. Grievant 3. Appropriate Supervisor/Director 4. Administrator
<hr/> <div style="text-align: center;">Name of Grievant</div>	

STEP 2

- A. Date Violation Occurred _____
- B. Section(s) of Contract Violated _____
- C. Statement of Grievance _____
- D. Relief Sought _____

<hr/> <div style="text-align: center;">Signature of Grievant or Representative</div>	<hr/> <div style="text-align: center;">Date</div>
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Disposition by Division Director _____

<hr/> <div style="text-align: center;">Signature of Division Director or Representative</div>	<hr/> <div style="text-align: center;">Date</div>
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STEP 3

- A. _____
Signature/Grievant and/or Representative Date Received/Administration
- B. Disposition by Administrator or Designee _____

<hr/> <div style="text-align: center;">Signature of Administrator or Designee</div>	<hr/> <div style="text-align: center;">Date</div>
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STEP 4

REQUEST FOR ARBITRATION

The undersigned Grievant hereby requests arbitration of the above grievance.

A. Section(s) of Master Agreement to be considered by Arbitrator

B. Relief requested from Arbitrator

Signature of Grievant and/or Representative

Date